**INSPIRE SOCIAL / PERRIS UNION HIGH SCHOOL DISTRICT**
**MARKETING AND DESIGN CONTRACT**


On this 19th day of June, 2019, Inspire Social as the creative agency ("Agency") and Perris Union High School District as client ("Client") enter into a contract for marketing and design services for all school sites and District departments in connection with the scope of work described below and made a part hereof (the "Project").

**Scope of Services**

Integrate communication platforms, assist with social media management, marketing and training, develop materials to assist all district departments and school sites in their individual and collective promotion and marketing efforts, and assist and develop community engagement strategies. This includes but is not limited to brand strategy and identity with the district and school site logo development, various marketing materials, and online auditing to provide analytics and metrics for social media channels**.**


WHEREAS the Agency will research and design marketing materials

AND WHEREAS the Client desires to obtain the services of the Agency for the purposes of designing and marketing materials

The Agency and the Client desire to enter into this Agreement to provide for the terms and conditions and rights and obligation of the Agency and the Client with respect to the Project.

IN CONSIDERATION of the promises and other good and valuable consideration set forth, the parties agree as follows:

1. Term
   The services for this agreement will commence on the first (1st) day of July 2019 and end on the thirtieth (30th) day of June 2022, unless terminated earlier pursuant to Section 16.

2. Fees
   The Client shall pay to the Agency a monthly sum of Eight Thousand ($8,000.00) United States Dollars (the "Purchase Price"). The maximum payment under this contract for services, not including reimbursement of expenses, shall not exceed $96,000 per year United States Dollars for all District sites and departments.

   All invoices for services will be submitted on a monthly basis to the Client. The Client acknowledges that any services rendered under this contract will be received electronically, via email, Dropbox, or Google Drive. Any tangible item created for the client will be performed and billed separately as a reimbursable item with the appropriate sales and use tax applied. Any work requiring additional fee will be presented to the Client before the work is performed. In the event the Project is canceled by the Client for any reason whatsoever, through no fault of Agency, the Client shall pay the Agency for all work which has been completed by the Agency.

3. District's Designees
   Agency shall provide its Services and Products to Candace Reines, Deputy Superintendent of Business Services who is the District's designee in this matter ("District's Designee"). All Services and Products shall be subject to the final approval of District's Designee.

4. Payment
   All invoices are payable within 30 business days of receipt. A 12% per annum service charge is payable on all overdue balances for reissuing each invoice at 45, 60, 75 and 90 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of full payment.

5. Default in Payment
   The Client shall assume responsibility for cost outlays by Agency in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

6. Changes
   The Client must assume that all additions, alterations, changes in content, layout or process changes requested will alter the time and cost.  The Client shall offer the Agency the first opportunity to make any changes.

7. Expenses
   The Client shall reimburse the Agency for all expenses arising from this assignment of the Project, including the payment of any sales taxes due on this assignment or the work performed in completing the Project, including but not limited to Custom Photography, Stock Photography, Artwork, Press Releases, Videography, Advertising Costs, Web/App Development, Conferences, Travel, Printing and/or material needed for the Project. Agency will request and receive Client approval before any expenses are accrued.

8. Cancellation
   This Contract may be terminated by the Client for any reason during the life of this Agreement. Said notice shall be in writing and shall be delivered to the addresses listed for the Agency.  Agency may terminate this Agreement only if Client breaches this Agreement and shall give 30 days' written notice to Client of its termination.  Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination. In the event of cancellation of all or any portion of the Project, ownership of all copyrights and the original artwork shall be retained by the Client.

9. Ownership and Return of Artwork
   The Agency gives ownership and assigns all rights, including copyright, of all final, original designs, to the Client.

10. Agency Usage
    The Client will allow the Agency to use PUHSD sample graphics on the Agency's website and various social media sites for promotion of Agency's company. The Agency will attribute and provide proper links and credits back to the Client whenever possible.

11. Original Work

The Agency warrants and represents that, to the best of his/her knowledge, the work assigned hereunder and the work performed for the client as all or any portion of the Project is original and has not been previously published, or that consent to use has been obtained on the licensing terms listed Section 12; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use and assign same has been obtained on an unlimited basis; that the Agency has full authority to make this agreement; and that the work prepared by the Agency does not contain any scandalous, libelous, or unlawful matter.  This warranty does not extend to any uses that the Client or others may make of the Agency's product that may infringe on the rights of others.  Client expressly agrees that it will hold the Agency harmless for all liability caused by the Client's use of the Agency's product to the extent such use infringes on the rights of others. Agency expressly agrees to indemnify and hold Client harmless against any claim or allegation of unfair use of intellectual property or other infringement made by third parties for work product provided by Agency to Client.

12. Licensed Work

The Agency warrants and represents that, to the best of his/her knowledge, any stock images and photos used in any work performed for the client as all or any portion of the Project has been granted an Image License. The Agency uses visual content from stock houses that licenses images in two ways; Standard Image License and Enhanced Image License. The Agency will purchase the license based on the usage of required stock image:

   a. A Standard Image License grants the right to use Images:
      i. As a digital reproduction, including on websites, in online advertising, in social media, in mobile advertising, mobile "apps", software, e-cards, e-publications (e-books, e-magazines, blogs, etc.), and in online media (including on video-sharing services such as YouTube, Dailymotion, Vimeo, etc.);
      ii. Printed in physical form as part of product packaging and labeling, letterhead and business cards, point of sale advertising, billboards, CD and DVD cover art, or in the advertising and copy of tangible media, including magazines, newspapers, and books provided no Image is reproduced more than 500,000 times in the aggregate;
      iii. As part of an "Out-of-Home" advertising campaign, provided the intended audience for such campaign is less than 500,000 gross impressions.
      iv. Incorporated into film, video, television series, advertisement, or other multimedia productions for distribution in any medium now known or hereafter devised (each a "Production"), without regard to audience size, provided the budget for any such Production does not exceed USD $10,000;
      v. For personal, non-commercial use (not for resale, download, distribution, or any commercial use of any kind).

   b. An Enhanced Image License grants the right to use Images:
      i. In any manner permitted under a Standard Image License, without any limitation on the number of reproductions, impressions, or budget;
      ii. Incorporated into merchandise or promotional items for sale or distribution (collectively "Merchandise"), including, without limitation, textiles, artwork, magnets, wall-art, calendars, toys, stationery, greeting cards, and any other physical reproduction for resale or distribution, provided that such Merchandise incorporates material creative or functional elements apart from the Image(s).

iii. In wall art (and without requiring further creative or functional elements) for decorative purposes in a commercial space owned by the Agency or Client, and not for sale.

iv. Incorporated as elements of digital templates for sale or distribution.

13. Releases

The Client shall indemnify the Agency against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.

14. Modifications

Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

15. Dispute Resolution

Any disputes in excess of the maximum limit for small-claims court arising out of this Agreement shall  be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment  in favor of the Agency.  Parties may revise the payment obligation.  All actions, whether brought by Client or by Agency will be filed in Riverside County.

16. Indemnification

In no event shall Agency be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. Agency's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to Agency by Client under this Agreement. Client shall indemnify Agency against all claims, liabilities and costs, including reasonable attorney fees, of defending any third party claim or suit, other than for infringement of intellectual property rights, arising out of or in connection with Client's performance under this Agreement. Agency is not held liable for content posted through the Client's online accounts, nor is the Agency liable for any defamation, libel, or slander lawsuits that arise from online content. Agency shall promptly notify Client in writing of such claim or suit and Client shall have the right to fully control the defense and any settlement of the claim or suit.

17. Conduct

Agency shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California.  Agency represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products assigned to them.

18. Fiscal Year

Agency understands and agrees that this Agreement may involve services to be performed in different school fiscal years.  While it is the intent of the Client to utilize the Agency continuously throughout the term irrespective of fiscal year, Agency and Client agree and acknowledge that all services in fiscal

years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.

19. Authority

In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the Client until approved or ratified by motion of the Governing Board duly passed and adopted.

20. Independent Contractor

It is expressly understood and agreed to by both parties hereto that the Agency, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the Client.  Agency shall determine the means, method and details of providing the Services and/or the Products.  Subject to this Agreement, Agency retains the right to provide similar or different Services or Products for others during the term of this Agreement.  Agency shall pay all wages, salaries, benefits and other amounts due its employees and sub-Agencies, and shall be responsible for all reports and obligations respecting its employees and sub-Agency's.

21. Assignment

Agency shall not assign this Agreement or any interests therein without the prior written approval of the Client.  Any such attempt to assign or sublet this Agreement without Client approval shall be invalid.

22. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

23. Confidentiality

The Agency agrees to keep confidential all materials, treatments, storylines and business plans disclosed by the Client to Agency to assist in the preparation of the Project, and shall not disclose any such information to any third party without the Client's prior written consent. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

24. Relationship Between Parties

Nothing in this Agreement shall be deemed to create any relationship of partners or joint ventures between the Client and the Agency, nor shall there be any or be deemed to be any employer/employee relationship.

25. Governing Law

This Agreement shall be governing in accordance with the laws of the State of California applicable therein.  If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

26. Social Media

Agency shall manage social media channels for Client and will engage with online communities on behalf of the Client. These tasks include, but are not limited to posting online content on behalf of the client, talking on behalf of the Client via social media channels, assisting with the development of a social media strategy, coaching on best practices for leveraging social media technologies, and

the development of tools and resources to measure success in using social media tools. Agency makes no representation or warranty regarding the interpretation of any trends and/or current government policy or the success or longevity of any social policy produced by Agency, given that societal norms, trends and policies are not static entities and are subject to change over time. The Agency shall perform its services consistent with the professional skill and care ordinarily provided by Agencies practicing in the same or similar locality under the same or similar circumstances. The Agency shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first written above.

**Agency:**

_____
Type or Print Agency's Name

_____
Agency's Signature

_____
Date

_____
Agency's Address

_____
City                State      Zip

_____
Phone              Fax

_____
Agency's Email Address

**CLIENT:**

_____
Type or Print Client Approver's Name

_____
Client Approver's Signature

_____
Client Approver's Title

_____
Date